

June 17, 2009

Honorable Robert D. Drain  
Docket Number 05-44481  
U.S. Bankruptcy Judge -- Southern District NY  
One Bowling Green  
New York, NY 10004-1408

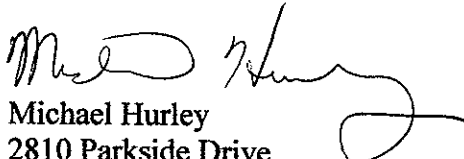
Dear Judge Drain:

I am writing today as a former Delphi Engineer and want to express my strenuous objection and profound disappointment with the attempt by Delphi to terminate my severance payments. I worked for Delphi/GM since engineering school and was let go March 1<sup>st</sup>, 2009. I am 42 years old, have desperately been searching for work, have no health care, and no life insurance. The severance payments are the only thing keeping me afloat while I try to sell my house, find work, and start life over after this devastating blow.

At the time of signing the Separation Agreement in January 2009 it was made clear to me that I was entering into a legal contract and that I was waiving rights in return for the agreed severance. It is clear to me now why Delphi insisted on making the payments over time rather than a lump sum amount as had been the standard practice in 2008. The contract was entered into during the Delphi bankruptcy and the payments are a contract liability – the payments are not a Delphi benefit.

I believe I have a valid, binding and legal contract that I hope will be honored – I have honored my end of the agreement. Please don't let them take this away from me.

Thank You,

  
Michael Hurley  
2810 Parkside Drive  
Flint, MI 48503